No. 17-1307

In the Supreme Court of the United States

DENNIS OBDUSKEY, PETITIONER

v.

MCCARTHY & HOLTHUS LLP, ET AL.

ON WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE TENTH CIRCUIT

JOINT APPENDIX

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PETITION FOR A WRIT OF CERTIORARI FILED: MARCH 13, 2018
CERTIORARI GRANTED: JUNE 28, 2018

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The following opinions, decisions, judgments, and orders have been omitted in printing the joint appendix because they already appear on the following pages in the appendix to the petition for a writ of certiorari:

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UNITED STATES COURT OF APPEALS
FOR THE TENTH CIRCUIT

No. 16-1330

DENNIS OBDUSKEY, Plaintiff-Appellant

v.

WELLS FARGO; WELLS FARGO BANK; WELLS FARGO & CO; WELLS FARGO BANK NA; WELLS FARGO HOME MORTGAGE; MCCARTHY AND HOLTHUS LLP,
Defendants-Appellees

DOCKET ENTRIES

DATE	PROCEEDINGS
08/17/2016	[10397477] Civil case docketed. Preliminary record filed. DATE RECEIVED: 08/17/2016 Docketing statement due 08/31/2016 for Dennis Obduskey. Transcript order form due 08/31/2016 for Steven L. Hill. Notice of appearance due on 08/31/2016 for McCarthy and Holthus LLP, Dennis Obduskey and Wells Fargo Bank NA. [16-1330] [Entered: 08/17/2016 02:04 PM]
	* * * * *
09/01/2016	[10401709] Filed notice record is complete. Served on 09/01/2016.

DATE	PROCEEDINGS
	Appellant's brief and appendix are due on 10/11/2016 for Dennis Obduskey. [16-1330] [Entered: 09/01/2016 09:49 AM]
	* * * * *
12/08/2016	[10427978] Appellant/Petitioner's brief filed by Dennis Obduskey. 7 paper copies to be provided to the court. Served on 12/08/2016 by email. Oral argument requested? No. This pleading complies with all required (privacy, paper copy and virus) certifications: Yes. [16-1330] SLH [Entered: 12/08/2016 04:43 PM]
12/08/2016	[10427984] Appellant's appendix filed by Dennis Obduskey. Total number of volumes filed: 1. Served on 12/08/2016. Manner of Service: email. This pleading complies with all required (privacy, paper copy and virus) certifications: Yes. –[Edited 12/20/2016 by SDS to attach errata to entry] [16-1330] SLH [Entered: 12/08/2016 04:50 PM]
12/12/2016	[10428446] Notice of appellant's deficient brief and appendix received from Dennis Obduskey. Type of deficiencies for brief: The hard copy of

DATE	PROCEEDINGS
	the brief is missing the required attachments, and the many attachments that are in the electronic copy. Type of deficiencies for appendix: No certificate of service or digital submission for the appendix. See attached letter for specifics. Appellant's brief and appendix due on 12/22/2016 for Dennis Obduskey. [16-1330] [Entered: 12/12/2016 12:25 PM]
12/16/2016	[10430021] Errata sheet filed by Mr. Steven L. Hill for Dennis Obduskey. Original and 7 copies. Served on 12/16/2016. Manner of Service: email. [16-1330] SLH [Entered: 12/16/2016 11:32 AM]
12/16/2016	[10430023] Errata sheet to appendix filed by Mr. Steven L. Hill for Dennis Obduskey. Original and 0 copies. Served on 12/16/2016. Manner of Service: email. –[Edited 12/20/2016 by SDS to modify text] [16-1330] SLH [Entered: 12/16/2016 11:35 AM]
	* * * * *
01/19/2017	[10437755] Appellee/Respondent's brief filed by Wells Fargo, Wells Fargo & Co., Wells Fargo Bank, Wells Fargo Bank, N.A. and Wells

DATE	PROCEEDINGS
	Fargo Home Mortgage. 7 paper copies to be provided to the court. Served on: 01/19/2017. Manner of service: email. Oral argument requested? No. This pleading complies with all required (privacy, paper copy and virus) certifications: Yes.–[Edited 01/24/2017 by DD to add Errata Sheet] [16-1330] JEY [Entered: 01/19/2017 05:49 PM]
01/19/2017	[10437756] Supplemental appendix filed by Wells Fargo, Wells Fargo & Co., Wells Fargo Bank, Wells Fargo Bank, N.A. and Wells Fargo Home Mortgage. Total number of volumes filed: 1. Served on 01/19/2017. Manner of Service: email. This pleading complies with all required (privacy, paper copy and virus) certifications: Yes. [16-1330] JEY [Entered: 01/19/2017 05:53 PM]
	* * * * *
01/23/2017	[10438127] Notice of appellees' deficient brief received from Wells Fargo, Wells Fargo & Co., Wells Fargo Bank, Wells Fargo Bank, N.A. and Wells Fargo Home Mortgage. Type of deficiency: No statement as to related or prior cases, no

DATE	PROCEEDINGS
	certificate as to Rule 31.3. See attached letter for specifics. Appellees' brief now due 02/02/2017 for Wells Fargo, Wells Fargo Bank, Wells Fargo & Co., Wells Fargo Bank, N.A. and Wells Fargo Home Mortgage [16-1330] [Entered: 01/23/2017 07:04 AM]
01/23/2017	[10438557] Errata sheet filed by Ms. Jessica E. Yates, Esq. for Wells Fargo Bank, N.A., Wells Fargo, Wells Fargo Bank, Wells Fargo Home Mortgage and Wells Fargo & Co.. Original and Served on 01/23/2017. Manner of Service: email. [16-1330] JEY [Entered: 01/23/2017 05:11 PM]
02/03/2017	[10441936] Appellee/Respondent's brief filed by McCarthy & Holthus, LLP. 7 paper copies to be provided to the court. Served on: 02/03/2017. Manner of service: email. Oral argument requested? No. This pleading complies with all required (privacy, paper copy and virus) certifications: Yes. [16-1330] HRS [Entered: 02/03/2017 05:27 PM]
	* * * * *
02/09/2017	[10443212] Joinder of ANSWER BRIEF OF APPELLEE

DATE	PROCEEDINGS
	MCCARTHY & HOLTHUS, LLP filed by Wells Fargo, Wells Fargo & Co., Wells Fargo Bank, Wells Fargo Bank, N.A. and Wells Fargo Home Mortgage. Served on 02/09/2017. Manner of Service: email. [16-1330] JEY [Entered: 02/09/2017 02:07 PM]
	* * * * *
03/07/2017	[10449537] Appellant/Petitioner's reply brief filed by Dennis Obduskey. 7 paper copies to be provided to the court. Served on 03/07/2017. Manner of Service: email. This pleading complies with all required (privacy, paper copy and virus) certifications: Yes. [16-1330] SLH [Entered: 03/07/2017 05:10 PM]
07/10/2017	[10481293] Order filed by Clerk of the Court - After reviewing the briefs filed in this appeal, the court has determined that supplemental briefs should be filed and oral argument is warranted. In the supplemental briefs, the parties should address whether the Fair Debt Collections Practices Act, 15 U.S.C. § 1692, applies to non-judicial foreclosure activities. Appellant's supplemental brief is due on 07/24/2017 for

DATE	PROCEEDINGS
	Appellant Dennis Obduskey. The appellees' supplemental response brief(s) shall be served and filed within 14 days after the appellant's supplemental brief. Appellant may file an optional supplemental reply brief. That brief is due within 7 days after the supplemental response(s) are filed. Oral argument will be scheduled at a later date. See attached order for further details. Served on 07/10/2017. [16-1330] [Entered: 07/10/2017 01:46 PM]
07/24/2017	[10484898] Appellant/Petitioner's supplemental brief filed by Dennis Obduskey. 7 (Counseled) paper copies to be provided to the court. Served on 07/24/2017 by email. Oral argument requested? No. This pleading complies with all required (privacy, paper copy and virus) certifications: Yes. [16-1330] [Edited to reflect proper relief– Edited 07/26/2017 by NA] SLH [Entered: 07/24/2017 05:02 PM]
	* * * * *
08/07/2017	[10488346] Appellee/Respondent's supplemental brief filed by Wells Fargo, Wells Fargo & Co., Wells Fargo Bank, Wells Fargo Bank,

DATE	PROCEEDINGS
	N.A. and Wells Fargo Home Mortgage. 7 (Counseled) paper copies to be provided to the court. Served on 08/07/2017. Manner of Service: email. This pleading complies with all required (privacy, paper copy and virus) certifications: Yes. [16-1330] JEY [Entered: 08/07/2017 02:32 PM]
	* * * * *
08/14/2017	[10490189] Appellant/Petitioner's supplemental reply brief filed by Dennis Obduskey. 7 (Counseled) paper copies to be provided to the court. Served on 08/14/2017. Manner of Service: email. This pleading complies with all required (privacy, paper copy and virus) certifications: Yes. –[Edited 08/17/2017 by SDS to modify docket text] [16-1330] SLH [Entered: 08/14/2017 04:17 PM]
	* * * * *
11/14/2017	[10513586] Case argued by Steven Hill for the Appellant; Jessica Yates and Holly Shilliday for the Apellees; and submitted to Judges Kelly, Murphy and Moritz. [16-1330] [Entered: 11/14/2017 02:35 PM]

DATE	PROCEEDINGS
12/06/2017	[10519435] Supplemental authority filed by Wells Fargo Bank, N.A., Wells Fargo, Wells Fargo & Co., Wells Fargo Bank and Wells Fargo Home Mortgage. Served on 12/06/2017. Manner of Service: email. [16-1330] JEY [Entered: 12/06/2017 04:09 PM]
12/06/2017	[10519465] Supplemental authority filed by Wells Fargo, Wells Fargo & Co., Wells Fargo Bank, Wells Fargo Bank, N.A. and Wells Fargo Home Mortgage. Served on 12/06/2017. Manner of Service: email. [16-1330] JEY [Entered: 12/06/2017 05:34 PM]
12/14/2017	[10521153] Response filed by Dennis Obduskey to Response to Supplemental Authority Filed By Wells Fargo Bank, NA. Served on 12/14/2017. Manner of Service: email. This pleading complies with all required (privacy, paper copy and virus) certifications: Yes. [16-1330] SLH [Entered: 12/14/2017 08:48 AM]
01/19/2018	[10529611] Affirmed; Terminated on the merits after oral hearing; Written, signed, published; Judges

DATE	PROCEEDINGS
	Moritz, Kelly (author), and Murphy. Mandate to issue. [16-1330] [Entered: 01/19/2018 10:30 AM]
01/19/2018	[10529615] Judgment for opinion filed. [16-1330] [Entered: 01/19/2018 10:34 AM]
02/12/2018	[10535110] Mandate issued. [16-1330] [Entered: 02/12/2018 07:13 AM]

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLORADO
(DENVER)

No. 1:15-cv-01734-RBJ

DENNIS OBDUSKEY, Plaintiff

v.

WELLS FARGO, et al.,
Defendants

DOCKET ENTRIES

DATE	NO.	PROCEEDINGS
08/12/2015	1	COMPLAINT against All Defendants (Filing fee $ 400,Receipt Number 1082-4548389)Attorney Steven Louis Hill, Jr added to party Dennis Obduskey(pty:pla), filed by Dennis Obduskey. (Attachments: #1 Civil Cover Sheet, #2 Summons, #3 Exhibit 1, #4 Exhibit 2, #5 Exhibit 3, #6 Exhibit 4, #7 Exhibit 5, #8 Exhibit 6, #9 Exhibit 7, #10 Exhibit 8, #11 Exhibit 9, #12 Exhibit 10, #13 Exhibit 11, #14 Exhibit 12, #15 Exhibit 13, #16 Exhibit 14, #17 Exhibit 15, #18 Exhibit 16, #19 Exhibit 17, #20 Ex-

DATE	NO.	PROCEEDINGS
		hibit 18, #21 Exhibit 19, #22 Exhibit 20, #23 Exhibit 21, #24 Exhibit 22, #25 Exhibit 23, #26 Exhibit 24, #27 Exhibit 25, #28 Exhibit 26, #29 Exhibit 27)(Hill, Steven) (Entered: 08/12/2015)
		* * * * *
09/29/2015	14	MOTION to Dismiss by Defendant Wells Fargo Bank NA. (Diedrich, Christopher) (Entered: 09/29/2015)
		* * * * *
11/02/2015	18	MOTION to Dismiss *Complaint* by Defendant McCarthy and Holthus LLP. (Shilliday, Holly) (Entered: 11/02/2015)
		* * * * *
12/01/2015	31	RESPONSE to 18 MOTION to Dismiss *Complaint* filed by Plaintiff Dennis Obduskey. (Attachments: #1 Exhibit, #2 Exhibit, #3 Exhibit, #4 Exhibit, #5 Exhibit, #6 Exhibit, #7 Exhibit, #8 Exhibit, #9 Exhibit, #10 Exhibit, #11 Exhibit, #12 Exhibit, #13 Exhibit, #14 Exhibit, #15 Exhibit, #16 Exhibit)(Hill, Steven) (Entered: 12/01/2015)
		* * * * *

DATE	NO.	PROCEEDINGS
12/16/2015	35	Response to 14 MOTION to Dismiss filed by Plaintiff Dennis Obduskey. (Attachments: #1 Exhibit Exhibit 1, #2 Exhibit Exhibit 2, #3 Exhibit Exhibit 3, #4 Exhibit Exhibit 4, #5 Exhibit Exhibit 5, #6 Exhibit Exhibit 6, #7 Exhibit Exhibit 7, #8 Exhibit Exhibit 8, #9 Exhibit Exhibit 9, #10 Exhibit Exhibit 10, #11 Exhibit Exhibit 11, #12 Exhibit Exhibit 12, #13 Exhibit Exhibit 13, #14 Exhibit Exhibit 14, #15 Exhibit Exhibit 15, #16 Exhibit Exhibit 16, #17 Exhibit Exhibit 17, #18 Exhibit Exhibit 18, #19 Exhibit Exhibit 19, #20 Exhibit Exhibit 20, #21 Exhibit Exhibit 21, #22 Exhibit Exhibit 22, #23 Exhibit Exhibit 23, #24 Exhibit Exhibit 24, #25 Exhibit Exhibit 25, #26 Exhibit Exhibit 26, #27 Exhibit Exhibit 27, #28 Exhibit Exhibit 28, #29 Exhibit Exhibit 29, #30 Exhibit Exhibit 30, #31 Exhibit Exhibit 31, #32 Exhibit Exhibit 32, #33 Exhibit Exhibit 33)(Hill, Steven) Modified on 12/16/2015 to correct event text (athom,). (Entered: 12/16/2015)

DATE	NO.	PROCEEDINGS
12/22/2015	36	REPLY to Response to 18 MOTION to Dismiss *Complaint* filed by Defendant McCarthy and Holthus LLP. (Shilliday, Holly) (Entered: 12/22/2015)
01/04/2016	37	REPLY to Response to 14 MOTION to Dismiss filed by Defendant Wells Fargo Bank NA. (Diedrich, Christopher) (Entered: 01/04/2016)
		* * * * *
07/11/2016	39	MOTION for Temporary Restraining Order *and Preliminary Injunction* by Plaintiff Dennis Obduskey. (Attachments: #1 Exhibit Exhibit 1, #2 Exhibit Exhibit 2, #3 Exhibit Exhibit 3, #4 Exhibit Exhibit 4, #5 Proposed Order (PDF Only) Proposed Order)(Hill, Steven) (Entered: 07/11/2016)
07/15/2016	40	RESPONSE to 39 MOTION for Temporary Restraining Order *and Preliminary Injunction* filed by Defendant Wells Fargo Bank NA. (Attachments: #1 Declaration of Christopher J.L. Diedrich, #2 Exhibit A)(Diedrich, Christopher) (Entered: 07/15/2016)

DATE	NO.	PROCEEDINGS
07/19/2016	41	ORDER denying 39 Motion for TRO; granting 14 Motion to Dismiss; granting 18 Motion to Dismiss. Plaintiff's claims are dismissed with prejudice. by Judge R. Brooke Jackson on 7/19/16.(jdyne,) (Entered: 07/19/2016)
07/19/2016	42	JUDGMENT in favor of the defendants, McCarthy and Holthus LLP and Wells Fargo and against the plaintiff, Dennis Obduskey. by Clerk on 7/19/16. (jdyne,) (Entered: 07/19/2016)
08/17/2016	43	NOTICE OF APPEAL as to 41 Order on Motion for TRO, Order on Motion to Dismiss, 42 Judgment by Plaintiff Dennis Obduskey (Filing fee $ 505, Receipt Number 1082-5114146) (Attachments: #1 Exhibit Exhibit 1, #2 Exhibit Exhibit 2)(Hill, Steven) (Entered: 08/17/2016)

* * * * *

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 1:15-CV-1734

DENNIS OBDUSKEY, an individual

Plaintiff,

v.

WELLS FARGO, WELLS FARGO BANK, WELLS FARGO & CO., WELLS FARGO BANK NA, WELLS FARGO HOME MORTGAGE, and MCCARTHY AND HOLTHUS LLP

Defendants.

Filed: August 12, 2015

COMPLAINT

COMES NOW, Dennis Obduskey, ("Plaintiff"), by and through his attorney Steven L. Hill of Riggs, Abney, Neal, Turpen, Orbison & Lewis, P.C. makes claims against Wells Fargo, Wells Fargo Bank, Wells Fargo & Co., Wells Fargo Bank NA and Wells Fargo Home Mortgage, and McCarthy and Holthus LLP ("Defendants") and alleges as follows:

PRELIMINARY STATEMENT

This action is instituted in accordance with and to remedy Defendants' violations of the Federal Fair Debt Collections Practices Act, 15 U.S.C. Sections 1692 et seq. (hereinafter "FDCPA"), as well as its violations of related State law obligations brought as pendent claims hereto. Plaintiff brings this action to recover damages and to enjoin Defendants' unlawful conduct personally, as it affects all other consumers residing within the State of Colorado.

FACTUAL ALLEGATIONS

1. Mr. Dennis Obduskey has been dealing with Wells Fargo regarding discrepancies with his home loan since 2009 after he accepted an unsolicited loan modification offer in 2008 (Exhibit 1).

2. Wells claims to have received properly signed and timely returned modification documents in 2009, however, they later claimed those returned agreement documents were sent in error and a new, revised offer was sent. No new documents were ever received by Plaintiff and over the course of several months in 2009, Plaintiff worked with different representatives to resolve the problem. Plaintiff was eventually advised he would now have to apply for a new loan modification under a new federal program called HAMP, the Home Affordable Modification Program (Exhibit 2) (Exhibit 3) (Exhibit 4). Plaintiff was never informed of the details re-

lated to lack of receiving new modification documents until a letter from Wells dated December 9, 2011 (Exhibit 5).

3. Plaintiff advised the Federal Trade Commission of ongoing problems with Wells and its legal counsel when the FTC sought consumer feedback related to mortgage servicing issues during a public comment phase. Plaintiff submitted public comments to the FTC on July 30, 2009 under the title: Advance Notice of Proposed Rulemaking and Request for Public Comments, 16 CFR Parts 317 and 318: Mortgage Acts and Practices Rulemaking (Exhibit 6).

4. The case herein and the documentation enclosed relates in part to a complaint filed in 2012 via the Office of RESPA and Interstate Land Sales which was forwarded to the Federal Office of Comptroller of the Currency (OCC), which forwarded it to the Independent Foreclosure Review (IFR) where it basically was laid down in January 2013 as part of consent agreement ordered with federal banking regulators, the OCC, the Office of Thrift Supervision and the Board of Governors of the Federal Reserve System and several major banks and mortgage servicers, including Wells Fargo. That settlement, however, did not prohibit any additional legal actions and Wells Fargo was one of those who federal regulators sought to require improved customer assistance behavior in wide-

ranging foreclosure abuses and improve customer service standards. The company signed on to the agreement with the OCC.

5. Between 2008-2012, Defendant Wells offered Plaintiff multiple loan modifications, solicited and received 12 "trial payments" across three different offers, then later denied the modifications and applied the "trial payments" as late payments on the account and for other unspecified fees. Wells Fargo sent documents with opposing messages within days of each other (Exhibit 7) (Exhibit 8).

6. The complaint is being drafted to highlight the unchanged behavior of Wells Fargo since 2008 and note that in June, 2015, as the result of unchanged behavior, the OCC placed new sanctions on Wells Fargo & Co. for failure to make significant gains in these areas (Exhibit 9).

7. The original complaint in this FDCPA case related to Wells Fargo and their current agents/law firm representatives' failure to reply to point-by-point issues in a Qualified Written Request which was sent to them in June 2011 prior to their second of now four foreclosure efforts (Exhibit 10).

8. The company never directly responded to the QWR, which was written by HUD- approved counselor, NACA, the Neighborhood Assistance Corporation of America. Plaintiff has included a copy along with this original complaint.

9. Without citing specific items in written correspondence, Wells asserted that some items requested are considered to be proprietary information of WFHM and would not be provided without subpoena.

10. Representatives of Wells Fargo know or should have known that the Colorado Rule 120 foreclosure process does not allow for the use of subpoenas and uses this unfair debt collection/business practice for foreclosures in Colorado, depriving consumers of due process as safeguarded in the Fifth and Fourteenth Amendments to the U.S. Constitution prohibiting the arbitrary denial of life, liberty or property (Exhibit 11).

11. Several years of Defendant misinformation and re-documentation of lost paperwork are unfortunately typical, but now, however, the problems of Defendant too have moved to more nefarious issues.

12. This includes the hiring of a law firm that fails to follow the rules associated with the FDCPA.

13. After filing a complaint with the Consumer Financial Protection Bureau on June 11, 2015, related to failure of the law firm representing Wells Fargo, McCarthy & Holthus LLP, to respond to a verification request response to that complaint, Wells Fargo now claims that the company has assigned no single point of contact as required by federal guidelines and state law (C.R.S. § 38-38-103.1) and their documentation regarding true ownership provided in the

CFPB response conflicts with prior assertions of ownership records (Exhibit 12).

14. Wells has claimed numerous different owners of the note. Initially it was an unidentified "investor," which morphed to assignment to Wells Fargo via a Mortgage Electronic Registration Systems (MERS) "representative" on May 3, 2011, allegedly backdated to the date the loan was signed on May 31, 2007. But on December 9, 2011, a Wells "Executive Mortgage Specialist" claimed that Wells was the servicer of the loan and that MERS continues to hold the mortgage lien on behalf of the beneficial note holder and servicers. On June 30, 2015, Wells also provided written documentation claiming Freddie Mac has owned the note since June 18, 2007, (Exhibit 13) and has provided other iterations claiming that the note was still assigned to MERS. Freddie Mac's website says they are the holder of the mortgage as of August 4, 2015. During its initial foreclosure action in 2009, Wells claimed to own the note, though they had no assignment recorded at that time (Exhibit 14).

15. Documents provided to the CFPB from Wells Fargo in July 2015 shows undocumented charges apparently added to the account, including charges for postings of sale last year (when no foreclosure was active) (Exhibit 15).

16. On behalf of the Plaintiff this Law Firm sought (by phone) clarification of the CFPB documents supplied by Wells Fargo after receiving their CFPB response dated June 30, 2015 and spoke

to Wells Executive Mortgage Specialist Todd Good (Exhibit 16).

17. Mr. Good supplied the documents to the CFPB and assured Plaintiff's attorney that everything was properly researched and accurate.

18. Details are too extensive to try and put in a brief however, a spreadsheet related to Plaintiff's testimony at a state of Colorado Senate Judiciary Hearing in 2012, outlines the majority of Wells Fargo issues (Exhibit 17).

19. The Office of Comptroller of the Currency labeled the QWR case #02089486 and a response from the OCC Customer Assistance Group on July 10, 2012 said "our office will not be taking further action on your complaint at this time." The OCC had believed that the Independent Foreclosure Review would address questionable actions. Plaintiff has since requested that the OCC re-open its case file after providing updated documentation as supplied by Wells. On July 28, 2015, the OCC complied and has launched a new "appeal" investigation under Case #03043132.

20. Consumer Financial Protection Bureau (CFPB) Case #150610-001588 was submitted by Plaintiff on June 10, 2015. This complaint relates to the Fair Debt Collections Practices Act in which the (new, current) law firm representing Wells Fargo, McCarthy and Holthus LLP, failed to provide with any validation to Plaintiff prior to initiating a new foreclosure action in May, 2015, despite documented response to the

law firm's letter within 30 days as the law required (Exhibit 18). The CFPB split the case into a complaint against the law firm, McCarthy and Holthus, LLP and one against Wells Fargo.

21. Plaintiff received undated mail notices from McCarthy & Holthus in early August of 2014 advising Plaintiff that they are serving as debt collectors and will assume the debt to be valid pursuant to the FDCPA and Colorado Fair Debt Collection Practices Act unless Plaintiff respond within 30 days, in which case they will supply to Plaintiff certain documentation verifying the name and address of the original creditor, and other "writing or verification evidencing the debt." Defendant clearly believes it is operating under FDCPA law and would be required to withhold future action until directly providing verification information to Plaintiff (Exhibit 19).

22. Plaintiff never received any verification information and McCarthy & Holthus, which then began to pursue new collection efforts in May, 2015, (Exhibit 20) by filing a Notice of Election and Demand with the Public Trustee in Park County and initiating a foreclosure action. This is both a violation of C.R.S. § 12-14-109 and 15 U.S.C. 1692g – Validation of debts.

23. Defendant McCarthy and Holthus failing to provide an appropriate response to Plaintiff prior to taking further action is a clear FDCPA violation.

24. A written response by McCarthy Holthus lacked the basic information necessary within a validation response.

25. CFPB Case #150611-000047 was submitted June 11, 2015. The CFPB split the case into a complaint again. Defendant McCarthy and Holthus and Defendant Wells. This is the action which generated the responses from Todd Good representing Wells, raising more questions than resolving them. The CFPB is currently reviewing the dispute.

26. Despite being on notice of representation by counsel in earlier actions, Wells Fargo or contracted employees continued leaving monthly contact door hangers (Exhibit 21) upon Plaintiff's home urging him to contact his mortgage servicer and listed a phone number to call. The number directs to contact Wells Fargo. Counsel for Plaintiff was advised by a counsel for Wells Fargo, and a Wells Fargo representative, that they had no knowledge of anyone authorized to place the notice at home (Exhibit 22) (Exhibit 23). The notices have continued monthly and each notice represents a separate FDCPA violation.

27. The "Communication" is in violation of FDCPA § 805(2). Attorneys notified the previous collection agency via telephone and written correspondence that Obduskey was represented by an attorney. Each "communication" is in violation of this as §805 (2) states the "debt collector can readily ascertain." This is also in violation of C.R.S. § 12- 14-105(b).

28. Defendants refuse to abide by their own corporate policies of the law regarding debt collection and ethics. Defendants have been on notice for nearly three years that Plaintiff was represented by legal counsel yet still placed collection documentation upon Plaintiff's door and sent him collection letters.

29. FDCPA § 813 defines "Civil Liabilities" and remedies afforded to the consumer in which Plaintiff is seeking but not limited to the following under this act: a) § 813(1): any actual damage sustained by such person as a result of such failure; b) § 813(2)(a): in the case of any action by an individual, such additional damages as the court may allow, but not exceeding $1,000 and c) § 813(3): in the case of any successful action to enforce the foregoing liability, the costs of the action, together with a reasonable attorney's fee as determined by the court. On a finding by the court that an action under this section was brought in bad faith and for the purpose of harassment, the court may award to the Defendant attorney's fees reasonable in relation to the work expended and costs.

30. Plaintiff has worked in an amicable fashion with each of the three previous law firms Defendant has hired. In each case, foreclosure actions were withdrawn.

31. During the repeated contacts with Plaintiff, Defendants have conducted themselves in a manner which violated the spirit of the FDCPA and the rules of conduct imposed on it and members of its industry. In correspondence to Plaintiffs'

counsel on January 18, 2013, Wells represented that the Independent Foreclosure Review process would determine if (Plaintiff) has suffered financial injury as a result of any errors, misrepresentations or other deficiencies in the foreclosure process. (Plaintiff) will then receive a letter with the findings of the review and information about possible compensation and other remedies (Exhibit 24).

32. The Wells representative knew or should have known that on January 7, 2013, Wells and nine other mortgage servicers entered into an agreement which effectively shut down that IFR review process (Exhibit 25).

33. In September 2011, Plaintiff sought the assistance of counsel to deal with the whirlwind of wrongful actions taken place by Wells Fargo.

34. In August, 2014, Plaintiff counsel initially provided information and guidance to Plaintiff regarding the requirement to validate debts and Defendant's counsel have been sent notification of such requirements.

35. They have failed to meet the basic requirements with collections and debt validation.

36. The foregoing acts and omissions were undertaken on behalf of Defendants by its officers, agents or employees acting at all times relevant hereto within the scope of that relationship.

37. Indeed, Defendants' foregoing acts and omissions were undertaken by it indiscriminately

and persistently, as part of its regular and routine debt collection efforts, and without regard to or consideration of the identity or rights of Plaintiff or other persons who have been the objects of its collection practices.

38. As a proximate result of Defendants' acts and omissions, Plaintiff has suffered actual damages and injury, including, but not limited to, the cost of his legal defense to the collection actions, damage to his personal credit, extreme mental anguish and suffering, emotional distress, humiliation, and embarrassment, for which he should be compensated in an amount to be proven at trial.

39. The foregoing acts and omissions of Defendants were undertaken by them willfully, maliciously, intentionally, knowingly, or in gross or reckless disregard of the rights of Plaintiff.

40. As a result of the foregoing acts and omissions of Defendants, and in order to punish them for their outrageous and unlawful conduct as well as to deter them from committing similar acts in the future as part of its debt collection efforts, Plaintiff is entitled to recover punitive damages in an amount to be proven at trial.

41. Plaintiff therefore seeks to recover actual, statutory, treble, and punitive damages on behalf of himself as well as declaratory relief together with reasonable attorneys' fees and costs.

JURISDICTION

1. Jurisdiction of this Court attains pursuant to the FDCPA, 15 U.S.C. § 1692k(d), and the doctrine of pendent jurisdiction.

PARTIES

2. Plaintiff is an individual over the age of 18 who resides in Bailey, Colorado

3. Defendant Wells Fargo Bank, Wells Fargo & Co., Wells Fargo Bank NA, Wells Fargo Home Mortgage ("Wells"), 101 N. Phillips Avenue, Sioux Falls, SD 57104, United States is an American multinational banking and financial services holding company which, at all times relevant herein, was licensed to do business and was conducting business in the State of Colorado. Wells Fargo is engaged in the business of banking, mortgage lending, mortgage servicing, debt collecting and operating a debt collection agency from its principal place of business in 101 N. Phillips Avenue, Sioux Falls, SD 57104, United States, Wells Fargo has a registered agent within the state of Colorado at 1560 Broadway, Ste. 2090, Denver, CO 80202, United States and regularly collects or attempts to collect debts owed or due or asserted to be owed or due another, and is considered a "debt collector" as defined by 15 U.S.C. § 1692a(6). Defendant has also stated in writing that as a loan servicer, they are required by the FDCPA to advise they are attempting to collect a debt.

4. Defendant McCarthy and Holthus, LLP is a multi-state law firm and limited liability partnership licensed to conduct business in the State of Colorado. McCarthy and Holthus is engaged in the business of litigation, debt collecting, operating a debt collection agency from its principal place of business in Centennial, Colorado, and regularly collects or attempts to collect debts owed or due or asserted to be owed or due another, and is a "debt collector" as defined by 15 U.S.C. § 1692a(6). Defendants have stated in writing they are subject to the FDCPA in documents mailed to Plaintiff and would follow FDCPA rules and regulations.

5. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

CAUSES OF ACTION

COUNT I

UNFAIR DEBT COLLECTION PRACTICES

(WELLS FARGO & MCCARTHY HOLTHUS)

6. The foregoing combined acts and omissions of Defendants constitute violations of the FDCPA, including, but not limited to sections 1692(c) (communicating with third party), 1692(d) (harassment or abuse), 1692(e) (false or misleading representations), 1692(f) (unfair practices), and 1692(g) (validation of debts).

7. Furthermore there is a clear violation of the following: 15 USC 1692(g) § 809(a) and (b): (1) failure to respond to a properly delivered notice requesting debt validation, (2) ignoring valid written request related to verification of the debt and continue to collect, and (3) continue to collect on debt before providing verification

8. Plaintiff set forth in each of his letters that he sought a response to be sent to his personal address.

9. Defendant did not communicate information regarding this alleged debt to Plaintiff despite his specific request within 30 days of receiving notice, as required by state and federal law.

10. Defendant's conduct was intentionally meant to harass and abuse Plaintiff in an effort to make him pay the alleged debt.

11. Defendant's statements and actions gave the false representation of Plaintiff's legal obligation for the alleged debt.

12. Defendant's actions represent its overly aggressive policy of collecting money from debtors at all costs, to include disregarding established rules and regulations provided by the Colorado State Legislature and its administrative bodies.

13. The Fair Credit Reporting Act also provides for civil liability for violation of the Act's provisions 15 U.S.C.A. § 1681(n) and U.S.C.A. § 1681(o).

14. Plaintiff is entitled to recover statutory damages, actual damages, reasonable attorney's fees, and costs.

COUNT II

UNFAIR AND DECEPTIVE TRADE PRACTICE

(WELLS FARGO & MCCARTHY HOLTHUS)

15. Plaintiff incorporates all previous paragraph provided herein

16. The foregoing acts and omissions constitute a deceptive trade practices made unlawful pursuant to C.R.S. § 6-1-105.

17. Defendant engages in these underhanded measures in an effort to increase revenues and to obtain a competitive edge in the debt collection industry.

18. Examination of the accounting spreadsheets show the numerous fees that have been added to the original loan, but there is a complete failure regarding the explanation of such fees and actions.

19. Plaintiff is entitled to recover his actual damages, his actual damages trebled, plus reasonable attorney's fees and costs.

COUNT III

DEFAMATION

(WELLS FARGO & MCCARTHY HOLTHUS)

20. Plaintiff incorporates all previous paragraphs provided herein.

21. The foregoing acts and omissions constitute libel per quod.

22. Pursuant to the Fair Credit Reporting Act, 15 U.S.C.A. § 1681s-2(a), the furnisher of information to consumer reporting agencies has a duty to provide accurate information about a consumer's credit file.

23. Defendant Wells Fargo directed their legal counsel to file a civil action for the foreclosure of a home which became a matter of public record.

24. The foreclosure was printed in local publications within the state of Colorado

25. Defendant also caused derogatory information to be placed on Plaintiff's personal credit report. Defendant falsely reports to credit bureaus that "dispute resolved; customer disagrees," when no dispute was ever resolved.

26. Defendant did these actions deliberately and with knowledge or reckless disregard for the truth or falsity of its allegations.

27. Defendant did so to deliberately cause damage to Plaintiff's reputation.

28. Plaintiff is entitled to recover his actual damages, his actual damages trebled, plus reasonable attorney's fees and costs.

COUNT IV

EXTREME AND OUTRAGEOUS CONDUCT - EMOTIONAL DISTRESS

(WELLS FARGO & MCCARTHY HOLTHUS)

29. Plaintiff incorporates all previous paragraphs provided herein.

30. The Defendants actions have created anxiety and numerous sleepless nights for Plaintiff.

31. Plaintiff has attempted to amicable with Defendant Wells Fargo and had made gains regarding possible settlement in the past.

32. As Defendant Wells Fargo hired new law firms to initiate foreclosure actions the progress of stipulation and settlement has been lost. Plaintiff has been forced to deal with three law firms regarding the debt.

33. Furthermore Plaintiff recently discovered that the Defendant Wells Fargo has failed to provide accurate information pertaining to the current note holder of such loan.

34. Defendants engaged in the conduct recklessly or with the intent of causing Plaintiff suffer distress.

35. As a direct and proximate result of Defendants' outrageous conduct, Plaintiff suffered severe mental distress, mental suffering, or mental anguish, including fright, nervousness, grief, anxiety, worry, humiliation, and indignity.

36. As a proximate result of Defendants' conduct, Plaintiff has suffered damages in an amount to be determined according to proof.

37. Defendants acted with oppression, fraud or malice, thereby entitling Plaintiff to punitive damages in an amount according to proof.

COUNT V

COMMENCEMENT OF UNLAWFUL COLLECTIONS ACTION

(WELLS FARGO & MCCARTHY HOLTHUS)

38. In a letter dated June 5, 2009, Plaintiff was advised by Wells Fargo Home Mortgage that he was in default on loan 0205097832, that the entire balance was due and payable, and they had instructed their law firm to initiate foreclosure proceedings. This is known as an acceleration letter. (Exhibit 26)

39. Defendant and such agents filed a Notice of Election and Demand ("NED") with Park County on July 10, 2009, which also effectively accelerated the amount due. (Exhibit 27)

40. Colorado Foreclosure statutes 38-38-100 through 38-38-114 show that two distinctly separate steps are required in a simplified foreclosure: (1) filing of the NED in an administrative action putting the public on notice that a foreclosure process is taking place, and (2) a separate, required court action filed by the law firm representing the holder of evidence of debt, called a Rule 120 Hearing, to seek a court "Order Authorizing Sale."

41. Pursuant to C.R.S. § 13-80-103.5, an action to recover a liquidated or un- liquidated debt, or determinable amount of money due to the person bringing the action, shall be commenced within six years after the cause of action accrues and not thereafter.

42. As discussed in *Hassler v. Account Brokers of Larimer County, Inc.*, 274 P.3d 547, 549 (Colo. 2012), the court concluded that once an installment security agreement is validly accelerated, the entirety of the remaining balance becomes due and therefore the cause of action to collect the entire debt accrues.

43. Pursuant to the Colorado Rules of Civil Procedure, Rule 3 states that, "a civil action is commenced (1) by filing a complaint with the court, or (2) by service of a summons and complaint.

44. Defendant's filing of a new NED on May 12, 2015 with Park County does not satisfy the requirements under the C.R.C.P. to commence a civil action, as the complaint was not filed with a court.

45. Any attempts by Defendant to now file a Rule 120 action is barred by the six-year statute of limitations and as of the date herein Defendant has still not filed with the court. The cause of action to collect the debt accrued June 5, 2009, with the acceleration letter sent to Plaintiff by Wells Fargo Home Mortgage, followed by initiating a foreclosure action the following month.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages;

2. For statutory damages;

3. For punitive damages;

4. For pre-judgment interest to the extent permitted by law;

5. For an award of attorneys' fees, costs and expenses incurred in bringing this action;

6. For injunctive relief, restitution, and disgorgement of ill-gotten gains; and for requirement that any pending foreclosure actions be immediately withdrawn;

7. For the investigation, filing and prosecution of this action; and

8. For such other and further relief as the Court may deem just and proper

9. That on behalf of all residents subjected to the Rule 120 Foreclosure process and the Debt Collection Process in Colorado that the Federal Court review and determine that the practices used violates due process for all effected citizens.

Respectfully submitted this 12th day of August, 2015,

/s/ Steven L. Hill
Steven L. Hill, Esq.
Riggs, Abney, Neal, Turpen, Orbison & Lewis, P.C.
50 S. Steele St, Suite 600
Denver, CO 80209
Phone: 303-298-7392
Fax: 303-298-7398
shill@riggsabney.com

McCarthy•Holthus
A Limited Liability Partnership
7700 E. Arapahoe Road, Suite 150
Centennial, CO 80112
Telephone (877) 369-6122
www.McCarthyHolthus.com
Email to all personnel:
First initial and last name@mccarthyholthus.com

Re: Property: 132 Wagon Tongue Road, Bailey, CO 80421
Loan No. Ending: 7843
M&H File No.: CO-14-631150-JS

MCCARTHY & HOLTHUS MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IT IS OUR UNDERSTANDING THAT YOU ARE NOT CURRENTLY IN BANKRUPTCY OR THE DEBT HAS NOT BEEN DISCHARGED. IF SO, THEN PLEASE DISREGARD THIS LETTER IN ITS ENTIRETY.

This office is instructed to commence foreclosure against the above-referenced property. Pursuant to, and in compliance with, the Fair Debt Collection Practices Act and the Colorado Fair Debt Collection Practices Act, this office provides the following notices:

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.AGO.STATE.CO.US/CADC/CADCMAIN.CFM.
A consumer has the right to request in writing that a debt

collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

As of 7/29/2014, the total amount of the debt currently owed is $468,300.20. Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. For further information, or to request a statement of all of these amounts computed through a specified date, please contact us at the address or telephone number above. The current creditor to whom the debt/loan is owed is: WELLS FARGO BANK, N.A..

This office will assume this debt to be valid unless you dispute its validity, or any part of it, within 30 days after receiving this notice. If you notify this office in writing within the 30-day period that the debt, or any part of it, is disputed we will obtain and mail to you a copy of a writing or verification evidencing the debt. If you request from this office in writing within the 30-day period the name and address of the original creditor, we will obtain and mail to you the name and address of the original creditor. Written requests pursuant to this Notice should be directed to the address above. Even though the foreclosure process is being commenced and may proceed during the 30-day period, you still retain your rights set forth in this paragraph.

Sincerely,
McCarthy and Holthus, LLP
* * * * *

NOTICE OF ELECTION AND DEMAND FOR SALE BY PUBLIC TRUSTEE
No. 2015-0016

TO THE PUBLIC TRUSTEE OF PARK COUNTY, STATE OF COLORADO

Pursuant to the terms of the Deed of Trust described as follows:

Original Grantor(s) (Borrower)	Dennis K. Obduskey
Original Beneficiary	Mortgage Electronic Registration Systems, Inc. as nominee for First Magnus Financial Corporation, an Arizona Corporation
Current Holder of the Evidence of Debt	Wells Fargo Bank, N.A.
Date of Deed of Trust	5/31/2007
Recording Date of Deed of Trust	6/12/2007
County of Recording	PARK
Reception No. of Deed of Trust	641460

You are hereby notified that the undersigned, as current holder of the Evidence of Debt secured by the Deed of Trust described above, the original principal amount of which was $329,940.00, declares that the covenants of said Deed of Trust have been violated for reasons including, but not limited to, the failure to make timely payments required under said Deed of Trust and the Evidence of Debt secured thereby. Therefore, the current holder of the Evidence of Debt has elected to accelerate the entire

indebtedness. The outstanding principal balance (exclusive of interest and any other changes properly allowable under the document(s) evidencing said debt) due and owing upon the Evidence of Debt secured by the above-described Deed of Trust being foreclosed is $329,000.00.

The following described property is all of the property encumbered by said Deed of Trust:

LOT 108, DEER CREEK VALLEY RANCHOS-UNIT 4, COUNTY OF PARK, STATE OF COLORADO,

and is known by street and number: 132 Wagon Tongue Road Bailey, Colorado 80421

THE LIEN OF THE DEED OF TRUST BEING FORECLOSED MAY NOT BE A FIRST LIEN.

The undersigned therefore elects to advertise the property described herein for sale. Demand is hereby made that you, as Public Trustee named in said Deed of Trust, give notice, advertise for sale, and sell said property for the purpose of paying the indebtedness thereby secured and the expenses of making said sale, all as provided by law and terms of said Deed of Trust.

MCCARTHY & HOLTHUS, LLP MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY

PROCEEDING, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT INDEBTEDNESS AS YOUR PERSONAL OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS AND TELEPHONE NUMBER.

May 12, 2015 — Date

Wells Fargo Bank, N.A. — Current Holder of the Evidence of Debt

McCarthy & Holthus, LLP

By: */s/ Joan Olson*

Holly Shilliday, Attorney Reg. No. 24423
Joan Olson, Attorney Reg. No. 28078
Iman Tehrani, Attorney Reg. No. 44076
Jennifer Cruseturner, Attorney Reg. No. 44452
Erin Robson, Attorney Reg. No. 46557
7700 E. Arapahoe Road, Suite 230
Centennial, CO 80112
Telephone: 877-369-6122
Attorney for Current Holder of the Evidence of Debt

CO-14-631150-JS

7700 E. Arapahoe Road, Suite 230
Centennial, CO 80112

McCarthy•Holthus
A Limited Liability Partnership
7700 E. Arapahoe Road, Suite 150
Centennial, CO 80112
Telephone (877) 369-6122
www.McCarthyHolthus.com
Email to all personnel:
First initial and last name@mccarthyholthus.com

Via U.S. Certified and First Class Mail

Dennis K. Obduskey
132 Wagon Tongue Road
Bailey, CO 80421
Original Borrower

Re: Property Address:	132 Wagon Tongue Road, Bailey, CO 80421
Loan No. Ending:	7843
M&H File No.:	CO-14-631150-JS

Dear: Dennis K. Obduskey:

Pursuant to Colorado law, this letter is written to notify you that you may contact the Colorado Foreclosure Hotline at 1-877-601-HOPE. In addition, if you have questions regarding the residential loan referenced above, then please contact Loss Mitigation Loan Service Representatives at 1-800-416-1472.

Under Section 6-1-1107, C.R.S., it is illegal for any person acting as a foreclosure consultant to charge an up-front fee or deposit to the borrower for services related to the foreclosure.

Sincerely,

McCarthy and Holthus, LLP
(855) 809-3977
teamcojs@mccarthyholthus.com

MCCARTHY & HOLTHUS MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IT IS OUR UNDERSTANDING THAT YOU ARE NOT CURRENTLY IN BANKRUPTCY OR THE DEBT HAS NOT BEEN DISCHARGED. IF SO, THIS LETTER IS INTENDED FOR INFORMATIONAL PURPOSES ONLY.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.AGO.STATE.CO.US/CADC/CADCMAIN.CFM.
A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

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www.McCarthyHolthus.com
Email to all personnel:
First initial and last name@mccarthyholthus.com

PAYOFF QUOTE

7/27/2015

Dennis K. Obduskey
132 Wagon Tongue Road
Bailey, CO 80421

MCCARTHY & HOLTHUS, LLP MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THE PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY

SALE SCHEDULED FOR 9/16/2015

This correspondence is sent in conjunction with the processing of a non-judicial foreclosure. Your request does not stop the foreclosure proceedings from continuing. **Accordingly, it is your responsibility to determine if a sale might be scheduled for a date earlier than the expiration date of these figures. Unless you obtain written acknowledgement that any scheduled sale will be postponed, the sale will be held as scheduled.**

Please Note: Requesting a reinstatement or payoff quote does not stop the foreclosure process. Waiting to make your payment may increase the amount necessary to cure the default. Please see dates and amounts below which will increase as the foreclosure process continues, you should submit payment as quickly as possible to avoid incurring any additional fees or costs.

Lender/Servicer Name:	WELLS FARGO BANK N.A.
Loan Number:	0205097843
Loan Type:	Conventional Residential
Attorney File#:	CO-14-631150-JS
Mortgagor(s) Name:	Dennis K. Obduskey
Property Address:	132 Wagon Tongue Road, Bailey, CO 80421

* * * * *

Payoff Letter – Page 1
M&H FILE No.: CO-14-631150-JS

McCarthy•Holthus
A Limited Liability Partnership
A Multijurisdictional Law Firm
7700 E. Arapahoe Road, Suite 230
Centennial, CO 80112
Telephone (877) 369-6122
Facsimile (866) 894-7369
www.McCarthyHolthus.com
Email to all personnel:
First initial and last name@mccarthyholthus.com

Sent Via US Mail

Dennis K. Obduskey
132 Wagon Tongue Road
Bailey, CO 80421

8/4/2015

Re: **FDCPA Verification Request**
M&H File No. CO-14-631150-JS
Loan No. Ending: 7843
Loan Amount: $329,940.00
Property Address 132 Wagon Tongue Road, Bailey, CO 80421

Dear Dennis K. Obduskey:

This firm is in receipt of your verification request pursuant to the Fair Debt Collection Practices Act and/or Colorado Revised Statute 12-14-109.

The name and address of the original creditor is as follows:

Mortgage Electronic Registration Systems, Inc. as nominee for First Magnus Financial Corporation, An Arizona Corporation
603 North Wilmot Road, Tucson, AZ 85711

Enclosed as verification of the debt, please find a payoff quote, which reflects the following amount that your current creditor is requiring to payoff this loan: $498,159.07 (good-through (8/14/2015)).

Please feel free to contact our office if you require additional assistance: (855) 809-3977.

Borrower(s): Dennis K. Obduskey
Page: 2

Cordially,

/s/ Iman Tehrani

Iman Tehrani, Associate Attorney

Enclosures: Payoff Quote; Deed of Trust

MCCARTHY & HOLTHUS MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY CASE, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO

COLLECT A DEBT AS YOUR PERSONAL OBLIGATION.